

1 BILL NO. S-88-08- 45

2 SPECIAL ORDINANCE NO. S- 143-88

3 AN ORDINANCE approving the awarding of
4 Reference #848 by the City of Fort
5 Wayne, Indiana, by and through its
6 Department of Purchasing and Microage
7 for the Water Pollution Control Plant.

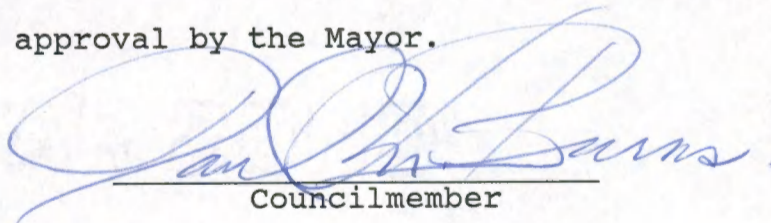
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA;

10 SECTION 1. That Reference #848 between the City of
11 Fort Wayne, by and through its Department of Purchasing and
12 Microage for the Water Pollution Control Plant respectfully
13 for:

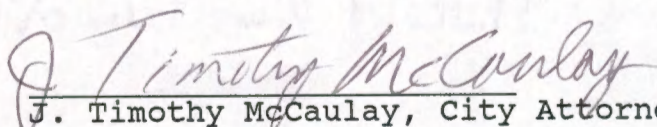
14 the purchase and installation of a local
15 area network system (LAN) to connect all
16 computers together for the Water
17 Pollution Control Plant;

18 involving a total cost of Twenty-Seven Thousand Eight
19 Hundred Eighty-Two and no/100 Dollars (\$27,882.00+/-), all
20 as more particularly set forth in said Reference #848 which
21 is on file in the Office of the Department of Purchasing,
22 and is by reference incorporated herein, made a part hereof,
23 and is hereby in all things ratified, confirmed and
24 approved.

25 SECTION 2. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all
27 necessary approval by the Mayor.

28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
J. Timothy McCaulay, City Attorney

City of Ft. Wayne WPCP LAN Bid Analysis

SOFTWARE SPECIFICATIONS	MICROAGE COMPUTERS	DATASPACE INC.	GTE TELECOM CORP.
LAN SOFTWARE: Novell Advanced Netware/286	TOTAL: \$2,249.00	TOTAL: \$1,999.00	EXCEPTION: 3Com 3+Share Included w/File Server

INSTALLATION AND TRAINING SPECIFICATIONS	MICROAGE COMPUTERS	DATASPACE INC.	GTE TELECOM CORP.
INSTALLATION: File Server Network Hardware Cable Network Software Startup Services	TOTAL: \$1,800.00	TOTAL: \$1,950.00	Fileserver & Software TOTAL: \$1,219.51 + Cable Installation TOTAL: \$56.00/Hour
TRAINING: LAN Administrator Training LAN User Training	TOTAL: \$3,000.00	TOTAL: \$4,435.00	NO RESPONSE
SERVICES TOTAL:	TOTAL: \$4,800.00	TOTAL: \$6,385.00	TOTAL: \$1,219.51 + \$56.00/Hour

	MICROAGE COMPUTERS	DATASPACE INC.	GTE TELECOM CORP.
TOTAL BID PRICE:	TOTAL: \$27,882.00	TOTAL: \$29,155.00	TOTAL: \$20,138.43 + 1 MB SRAM: ? + CABLE: \$0.18/Ft + INST.: \$56.00/Hour + TRAINING: ?

HARDWARE SPECIFICATIONS	MICROAGE COMPUTERS	DATASPAN INC.	GTE TELECOM CORP.
FILE SERVER: Compaq Deskpro 386/20 130 MB Hard Disk Drive 2 MB Static RAM EGA Card & EGA Monitor 135 MB Tape Backup Unit 5.25 Inch 1.2 MB Floppy Drive	TOTAL: \$10,498.00	TOTAL: \$11,253.00	EXCEPTION: 3S/401 File Server (3Com 80386) TOTAL: \$9,045.55
NETWORK INTERFACE CARDS: 1 File Server Card 8 Workstation Cards (ARCnet Protocol)	TOTAL: \$3,098.00	TOTAL: \$3,194.00	EXCEPTION: 3Com Ethernet TOTAL: \$5,834.52
STAR COUPLERS: 8 Port Coupler (w/4 Fiber Optic Ports) 8 Port Coupler (w/1 Fiber Optic Port) 4 Port Coupler (w/1 Fiber Optic Port) Couplers Shall Include Diagnostic Indicators	TOTAL: \$6,627.00	TOTAL: \$5,454.00	EXCEPTION: Diagnostics? Insufficient Data TOTAL: \$1,712.75
CABLING: Copper or Fiber Optic Based Total Qty. 350 Ft.	TOTAL: \$160.00	TOTAL: \$321.00	TOTAL: \$2,326.10 + \$0.18/Ft
OPTION #5: Additional 1 MB Static RAM	TOTAL: \$450.00	TOTAL: \$549.00	NO RESPONSE
HARDWARE TOTAL:	TOTAL: \$20,833.00	TOTAL: \$20,771.00	TOTAL: \$18,918.92 + \$0.18/Ft

City of Ft. Wayne WPCP LAN Bid Analysis

GENERAL SPECIFICATIONS	MICROAGE COMPUTERS	DATASPAN INC.	GTE TELECOM CORP.
LOCAL SUPPORT: Support and Training Offices in Ft. Wayne	YES	YES	NO RESPONSE Bid Submitted by Carmel IN. Office (Suburb of Indianapolis)
INSTALLATION PLAN: General Configuration Provided With LAN Specification	BID AS SPECIFIED	BID AS SPECIFIED	EXCEPTION TO SPEC: No Configuration Proposal Provided
LAN EXPERIENCE: Names and Telephone Numbers of Customers	YES (4 References)	NO RESPONSE	NO RESPONSE
REFERENCES: Results	2 of 4 Contacted -Both Using Novell And ARCNet LANs -Both Gave High Recommendations	NONE	NONE

Read the first time in full and on motion by Burns, seconded by Delano, and duly adopted, read the second time by title and referred to the Committee on City of Ft Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 8-23-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Delano, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 9-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____ (ZONING MAP) _____ ORDINANCE RESOLUTION NO. J-143-88 on the 13th day of September, 1988,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of September, 1988, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of September, 1988, at the hour of 1:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7-14-88 @ 11:00 AM BID REFERENCE # 848

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR LOCAL AREA NETWORK SYSTEM

(LAN)

AND REQUESTED BY WATER POLLUTION CONTROL PLANT

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A
PERIOD OF NINETY (90) DAYS.

FIRM NAME DataSpan, Inc.
STREET ADDRESS 2777 Maplecrest Rd, Suite 302
CITY Fort Wayne, In 46815
BY James R. Palmer PHONE 485-7098

REPRESENTATIVE SIGNATURE

James R. Palmer

12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 28606.00.
(if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

See Attached.

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ _____ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

- C. _____ The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- D. _____ The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: This contract does not lend itself to

further subcontracting.

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor: DataSpan, Inc.

Contractor: _____

By: James R. Palmer

By: _____

Its: _____

Its: _____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of DataSpan, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of DataSpan, Inc.
_____, that DataSpan, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 13th day of July, 1988.

DataSpan, Inc.
(Name of Bidder/Vendor)



James R. Palmer, President
(Name and Title of Person Signing)

I N S T R U C T I O N S T O B I D D E R S
E Q U A L E M P L O Y M E N T O P P O R T U N I T Y
A F F I R M A T I V E A C T I O N P R O G R A M

IMPLEMENTATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY: The Equal Employment Opportunity Policy is implemented through an Affirmative Action Program. The program should be designed to hire qualified minority persons in all of the various job categories when needed and the firm should establish specific goals to increase the number of minorities in the various job categories through hiring or promotion.

The City of Fort Wayne has approved some goals and timetables to serve as guidelines for firms with whom it does business. All firms doing business with the City should employ a representative number of minorities in all job classifications within a four year period, using the percentage of the non-white population as a goal. These firms should also establish specific goals and timetables for achieving their goals. Such goals and timetables shall be a part of a firm's Affirmative Action Program and shall be maintained on a year-by-year basis. If a firm cannot meet the established goals and timetables, it will be evaluated on its "good faith" effort; that is, whether the Affirmative Action Program is being followed in fact and whether every attempt is being made to attain the goals according to the timetables.

Another factor supporting the "good faith" effort is whether the firm has conducted an analysis of all major job categories at the facility to determine if minorities are currently being underutilized in any one or more job categories. ("Underutilization" means having fewer minorities in a particular job category than would reasonably be expected by their availability). Consideration of "good faith" effort shall also be given to the following factors:


1. The minority population of the labor area:
A copy of the Standard Metropolitan Statistical Area for the City of Fort Wayne is provided by the Indiana State Employment Service. If you live outside the state, your local State Employment Service will provide manpower information for your area.
2. The size of the minority unemployment force in the labor area. (See Manpower statistics for your area).
3. The percentage of the minority work force as compared with the total work force in the immediate labor area. (See Manpower statistics for your area).
4. The general availability of minorities having requisite skills in the immediate labor area. (See Manpower statistics for your area).

EEO/AA/10/1/87

5. The availability of minorities having requisite skills in an area in which the facility can reasonably recruit. (See Manpower statistics for your area).
6. The availability of promotable minority employees within facilities organization. (See workforce analysis page 2, item IV).
7. The anticipated expansion, contraction and turnover of and in the work force. (You must project future vacancies caused by new positions or promotions).
8. The existence of training institutions capable of training minorities in the requisite skills. (Contact training institutions in your area).
9. The degree of training which the firm is reasonably able to undertake as a means of making all job classifications available to minorities. (You must do an in-house survey).
10. The use of recruitment sources where minorities can be secured.
11. You must complete all sections of the Affirmative Action Documents.
12. Compliance Review - The purpose of a compliance review is to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to insure that applicants are employed and that employees are placed, trained, upgraded, promoted, terminated, otherwise treated during employment without regards to race, color, religion, sex or national origin. It shall consist of a comprehensive analysis and evaluation of each aforementioned practices and policies and conditions resulting therefrom.

Every effort should be directed to increase materially the number of minorities at all levels in all segments of the work force of the company with particular emphasis on segments of the work force where few, if any, minority persons are employed. Special attention should be given to the categories of officials and managers, professionals, technicians, sales workers, office and clerical and skilled craftsmen.

PROGRAM SUMMARY - THE AFFIRMATIVE ACTION PROGRAM SHALL BE SUMMARIZED AND UPDATED ANNUALLY. CONTRACTORS AND SUBCONTRACTORS SHALL SUBMIT THE PROGRAM SUMMARY TO THE EEO/AFFIRMATIVE ACTION OFFICER EACH YEAR ON THE EXPIRATION DATE OF THE AFFIRMATIVE ACTION PROGRAM.


Joseph A. Adams, Jr.

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company DataSpan, Inc.
 Address 2777 Maplecrest Rd. Suite 302 City Fort Wayne, IN
 Zip 46815 Phone 485-7098

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

James R. Palmer President
 PLEASE PRINT
 Date 7/13/88 Signature [Signature]

1. Does your firm have a written Affirmative Action Program? Yes XX No
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? XX Yes No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? XX Yes No
3. Current number of employees 5
 Number of employees as of October 1987 5 January 1988 5 April 1988 5
 and July 1988 5

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Administrator	\$25,000 to \$30,000	
Sales	Commission	
Technical	\$20,000 to \$25,000	
Professional	\$20,000 to \$25,000	
Professional	\$20,000 to \$25,000	

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
X								
	X							
X								
X								
X								

Handicapped: Yes XX No

List Number

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____
We have not received minority applications. _____
6. List minority recruitment sources: All recruitent is conducted through Newspaper advertisements. _____
7. Does your company anticipate an increase in employment this year? Yes XX No
Approximately how many? _____
8. What specific goals can you achieve for the employment of minorities during 1987-88?
- A. Officials and Managers _____ %
 - B. Professionals _____ %
 - C. Technicians _____ %
 - D. Sales Workers _____ %
 - E. Office and Clerical _____ %
 - F. Skilled Craftsmen _____ %
 - G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of DataSpan, Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy DataSpan, Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The President of DataSpan, Inc. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

DataSpan, Inc. 7/13/88
Name of Company or Firm Date
James R. Palmer
Signature of Highest Company Official
James R. Palmer, President
Name and Title of Signer (Please type or Print)

DataSpan, Inc.

Name of Contractor or Supplier

James R. Palmer
(Information Given By)

James R. Palmer
(Person Filled Out This Form)

~~2777 Maplecrest Rd. Fort Wayne, IN 46815~~

Address And Telephone Number 485-7098

[illegible]

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: July 13, 1988

DataSpan, Inc.

Name of Bidder

By: James R. Palmer

Title: President

Official Address: (including zip code)

2777 Maplecrest Rd.

Fort Wayne, IN 46815

determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the Government of any state or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

OPTIONAL RENEWAL

/ / By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be conducted by the persons named below. Only these persons will have the authority to accept or reject the bids. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
NEIL WISLER (219) 427-1243	SUPT. WATER POLLUTION CONTROL PLANT
GLORIA J GOEGLEIN (219) 427-1101	PURCHASING DIRECTOR

Any questions pertaining to the Bid Package itself, should be directed to:

DOTTIE HANNEMAN (219)427-1101 SUPERVISOR

SCHEDULE OF PRICES

The following are the prices submitted for bid reference #848, City of Fort Wayne Water Pollution Control Plant PC network by DataSpan, Inc. These prices are valid for 30 days upon opening of the bids.

Fileserver:	<u>Price</u>
Compaq Deskpro-386/20: 20 MHz CPU, 1 Meg RAM, 1.2 Meg 5.25" Floppy Drive, 130 Meg Harddisk, MS-DOS 3.3 w/BASIC	\$7860
Compaq VGA Controller	534
Compaq VGA Monitor	612
(note: this monitor and card surpasses all EGA specifications)	
Compaq 1 Meg Ram Expansion Board (note: recent delivery periods have been as much as six months)	549
135 Meg Tape Drive w/Interface	1698
	<u>11253</u>
Network Interface Cards:	
Fileserver and (8) Workstations:	
ARCNet Coaxial Interfaces (8 @ \$295)	2360
ARCNet Fiber Optic Interface	834
All with diagnostic indicators	<u>3194</u>
Network Star Couplers: (Multi-Mode ARCNet Hubs)	
4 ports Fiber Optic, 4 ports Coaxial	2814
1 port Fiber Optic, 7 ports Coaxial	1320
1 port Fiber Optic, 7 ports Coaxial	1320
All with diagnostic indicators	<u>5454</u>

(note: recent delivery periods have been as much
as three months for ARCNet fiber optic products)

Cabling:

350 feet RG-62 Coax Cable,
plus 20 feet per workstation,
and enough connectors for connections between
workstations and star couplers 321

Network Software:

Novell Advanced Netware/286 2.0a
w/standard keycard 1999

Services:

Phase One - System Profile:

Provided at no extra charge --

Phase Two - Hardware & Software

Installation:

1 Week w/No Major Problems 1950
(note: all components will be delivered at one time
upon reception of all products from manufacturers and
a short burn-in time)

Phase Three - Testing, Tuning & Training:

1 Week Testing and Tuning
2 Weeks Operating System and Machine
Training for 10 persons and 1 System Administrator,
including instructional materials 4435

Phase Four - Warranty

1 Year Parts and Labor, unless otherwise specified by
manufacturer

Phase Five - Maintenance & Facilities Management,

not including warranty repair or service is \$45 per
hour or by negotiated contract.

Grand Total:

\$28606

SCHEDULE OF OPTIONS

The following are the prices and descriptions submitted for the options of bid reference #848, City of Fort Wayne Water Pollution Control Plant PC network by DataSpan, Inc. These prices are valid for 30 days upon opening of the bids.

Monochrome Fileserver Display:

Monochrome Controller w/Herc.	\$99
14" Flat-Screen Mono Monitor	\$145

Emergency Backup Power Supply and Conditioner:

Tripp Lite BC2000:

2000 watt capacity,	
Full Battery Backup power,	
Full Surge and Noise protection,	
Brownout and Overvoltage protection	
(note: for fileserver only; smaller sizes and	
protection levels available for individual	
workstations)	\$1460

Network Software Options:

SFT Advanced Netware/286	
version 2.1 w/keycard	\$3162

SFT Advanced Netware/286 Level I	
version 2.0a w/keycard	\$2025

SFT Adv. Netware/286 Level II	
version 2.0a w/keycard	\$3144

SFT Transaction Tracking System Adv. Netware/286	
Level II ver. 2.0a w/keycard	\$3384

All of the above include UPS monitor board or built-in monitor hardware (for power outage).

300 Meg Harddrive (Instead of specified 130 Meg)	
(price is additional price)	\$2594

3 Meg RAM for Fileserver (Instead of specified 2 Meg)	
Compaq 1 Meg Ram Expansion Board	
(note: recent delivery periods have been as	
much as six months)	\$549

Site Management Software:

Software to ease the function of site and facilities management

Maintenance Services:

Maintenance services contracts are available directly with DataSpan, Inc. Terms and coverage would be negotiated.

Extended warranty and third-party maintenance services available for hardware only. Prices are dependant on final configuration and desired equipment coverage.

Additional training and operating system support are available with DataSpan, Inc., as well as custom software development. Inquiries are welcome.

The following are clarification of the options and installation and maintenance phases of the bid:

The specifications call for an EGA (Enhanced Graphics Adaptor) monitor. A monochrome monitor is suggested since the network fileserver can only handle administrative tasks, none of which are graphic in nature. EGA capability is only suggested if color is really desired for administrative tasks.

Phase One - System Profile and Installation Design. To better evaluate your installation, we would evaluate your current system usage and chart the parameters and exact time-tables that would be best for your system implementation and installation. This encompasses a study of your individual operating system's current conditions and a comparison to your needs and specifications.

Phase Two - Hardware and Software Installation. The installation of the of the hardware described above, and the networking software should take a total of one week, given that no major problems are encountered during installation with the software, existing wiring and machines, and that user, printer, and machine assignments are simple. Deviations from the installation design would incur installation schedule delays and possibly induce additional charges.

Phase Three - Testing, Tuning and Training. Testing the installation and the configuration of the devices should probably take one week, depending on the complexity of the design desired. This includes operating system initialization and tuning, design of the network maintenance schedule, and scheduling of user operations, as well as any debugging required for system operation.

Training will take place upon nearing the completion of the testing of the system, and cover most aspects of both the network operating system, system utilities and maintenance, backup schedules and procedures, and physical operation of the hardware. Some of the training will be accomplished through the use of advanced computer-based training procedures (CBT). Note: because of the required user interaction time, the richness and

complexity of the specified operating environment, and typical user questions and misunderstandings, the training will require a minimum of one week of concentrated training time for the System Administrator, as well as one week concentrated training time for up to 10 users.

Training on non-operating system software is available at a separate cost, and inquiries are welcome.

Phase Four - Warranty. The above system is covered for at least one year from date of delivery, unless specifically stated otherwise direct from the manufacturer. Extended warranties for the fileserver and network hardware is highly recommended for further protection beyond the bid specifications.

Phase Five - Maintenance & Facilities Management. The documenting of operational procedures and maintenance schedules will be included as a part of the training process. The System Administrator will be trained in full facilities management functions, including disk space management, disk file security management, resource management, and machine performance management.

Additional software to ease the function of site and facilities management is available, but selection of specific software is highly dependant on the System Administrator as well the specific network implementation.

Hardware Support & Troubleshooting. DataSpan, Inc. will be the liaison and support for hardware and software vendors. Any warranty-related work we will be able to take to a specialized warranty center; any non-warranty service can be handled directly by DataSpan. DataSpan can also provide service for the existing IBM PC-AT's. Support for both the hardware and the operating system software will be provided by DataSpan, Inc. directly.

A custom maintenance contract can be written to the specifications and requirements to fit your needs. In the contract a regular preventative maintenance schedule would be worked out that includes inspection and service of the hardware, operating system maintenance and tuning, and management of operation schedules and down-time.

If not on a maintenance contract, DataSpan would still be available on-call for system preventative maintenance, operating system maintenance and tuning, and hardware maintenance on a per-hour basis at \$45/hr. All support not included in a maintenance contract is also available on a per-hour basis at \$45/hr.

BACKGROUND

Who We Are

Since 1983 DataSpan, Inc. has worked with small to medium size manufacturing and engineering firms to meet their computer needs. We have a reputation in thoroughness, professionalism, and service after the sale. We are now expanding our services to include systems engineering, communications, and multiuser environments, and we would like to share what we have to offer with you.

Our professional capabilities include a solid background and understanding of working in all phases of data processing, information management systems, and customer sales. We have staff with direct expert knowledge and experience in networking and communications, multiuser systems, software development, systems design, hardware service, software service, and systems maintenance. Together with the quality products represented and our technical know-how, we are able to provide a computer operation uniquely designed to meet your organization's individual needs. We are confident we have the knowledge, experience, and the product to guide your operation into successful computerized information management.

How We Work

In the history of American business, no single industry has witnessed more rapid growth or played a more vital role in the business community than data processing. Uses for computers have expanded far beyond the traditional application areas. As computer advances have occurred, software and hardware engineering has evolved into an increasingly important role for businesses and associations. DataSpan, Inc. would provide any necessary hardware, software, and consultation services required by your organization.

When we recommend a system, we ensure that all details of your business have been taken into consideration and that the system is designed with your needs in mind. We are mindful of the disruption and disorientation that can occur during new computer implementation; software is installed and data entry performed step-by-step to ensure it is ready for your use.

We provide extensive training so that each employee may understand and effectively operate the new computer or system. We have qualified, experienced technical personnel that will be available to solve any problems that may arise and provide technical support during all phases of implementation, development, and utilization.

Technical Expertise

Our communications engineer, Scott G. Hall, has a dual-degree in Electrical Engineering and Computer Science from Purdue University (BSCEE), with 16 credit-hours of graduate-level education and several years of practical experience. His work experience includes designing and installing communications hardware and programs for DEC, Gould, Sun, CII, Data General and scratch-built machines on an EtherNET network using TCP/IP packet protocols running under UNIX for the Engineering Computer Network (ECN) and Digital Services and Maintenance (DSM) at the Schools of Engineering, Purdue University W. Lafayette.

The projects included installation of thin- and thick-wire EtherNET cable, fiber-optic cable and hundreds of pairs of twisted-pair wiring; the installation of new modems; installation of new workstations, terminals and printers. Projects also included writing software drivers for new devices added to the system for TCP/IP, UUCP and Purdue-NET communications, terminal emulations, printer graphics drivers for typesetting software, automatic systems communications with outside networks, and ham-radio RTTY and Packet communications. Other projects included writing scheduling software for office and classroom assignments; editing of system documentation; and general consulting and network maintenance for the Electrical Engineering Site of ECN.

His graduate work included designing and constructing hardware and software interfaces for a 68020-based multiprocessor computer system, including network interfaces (the PASM project), and designing and implementing the interfacing of microcomputers (IBM XT and Macintosh systems) with television studio control electronics and visual screen generation.

He has had direct network experience in both training end-users, as well as writing software drivers for networks and communications devices. His training experience includes 5 years working as a site consultant for the Engineering Computer Network department, showing several hundreds of students each semester how to use a multiuser networked system, 1 year teaching an introduction to computers and programming class for the School of Electrical Engineering, and 6 years of training single and multiuser computer operation for hundreds of students as a personal hobbyist. He worked for 3 years with the Digital Services and Maintenance department of the Engineering Computer Network installing, maintaining and repairing all of the types of equipment used by the Schools of Engineering for their computer services. All of the above was in West Lafayette, Indiana.

Other experience includes designing and reconstructing of two complete radio stations (WCCR and WMRH @ W. Lafayette), plus partial reconstruction and design of 9 other radio stations (including WMEE/WQHK and WXKE @ Ft. Wayne) and television stations (WCCV @ W. Lafayette), including production and air studios, technical laboratories, signal racks and many hundreds of

signals, designing of audio and video interfaces with each other and computer equipment, design and construction of computer and digital control and information equipment and interfaces, analog and digital networking of 9 separate radio stations. Also Scott has experience in the design and implementation of computers and digital equipment with light and sound control and interfacing for theater at the Elliot Hall of Music, W. Lafayette.

Related experience includes 12 years of computer, stereo, television and appliance repair and service for various service centers, and 5 years of electronics parts distribution, including: Fort Wayne Electronics (now Bell Industries), Classic Stereo & TV, both of Fort Wayne; Audio-Video Shoppe, Von's Electronics Shop, Von's Computer Shop, all three of West Lafayette. His own personal computer is all hand built and has been modified and redesigned to several standards.

PROPOSAL

For the Installation of a PC Network System

FOR

City of Fort Wayne
Water Pollution Control Plant

Bid Reference #848

Submitted: July 13, 1988
DataSpan, Inc.
2777 Maplecrest Rd.
Suite 302
Ft Wayne, IN 46815-7034

By: _____

J. R. Pfen

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

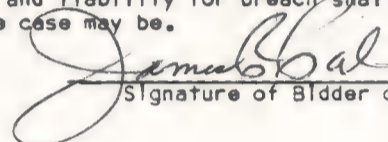
(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: July 13, 1988

1. Governmental Unit: City Of Fort Wayne
 2. County: Allen
 3. Bidder (Firm): DataSpan, Inc.
 Address: 2777 Maplecrest Rd. Suite 302
 City/State: Fort Wayne, IN 46815
 4. Telephone Number: 485-7098
 5. Agent of Bidder (if applicable): James R. Palmer

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

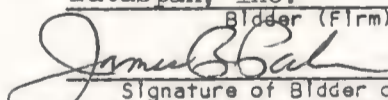
STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

DataSpan, Inc.

Bidder (Firm)


Signature of Bidder or Agent

Subscribed and sworn to before me this 13 day of July, 1988

My Commission Expires: APRIL 19 1991

County of Residence: Allen

Notary Public

JEFF COOK
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7-14-88 @ 11:00 AM BID REFERENCE # 848

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR LOCAL AREA NETWORK SYSTEM

(LAN)

AND REQUESTED BY WATER POLLUTION CONTROL PLANT

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME GTE Telecom Marketing Corporation
STREET ADDRESS 11611 North Meridian
CITY Carmel, IN 46032
BY *AW Joubert* PHONE 317-843-
REPRESENTATIVE SIGNATURE 4007

Certified Copy

No. 2004

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Mary T. Block or Paul J. Ciambriello or J. Thomas Finn

of Indianapolis, Indiana

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows:

Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company; and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 2nd day of March 19 87



Attest:

(Seal)

Lia A. Rillo
Assistant Secretary

SEABOARD SURETY COMPANY

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET

ss.

On this 2nd day of March

19 87, before me personally appeared

Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal)

FELICE M. CATALANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. June 4, 1991

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 13TH day of JULY 19 88



Elizabeth Dyblewicz
Assistant Secretary

Form 957 (Rev. 7/84)

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES: BEDMINSTER, NEW JERSEY

PROPOSAL BOND

Know all Men by these Presents:

THAT WE, GTE TELECOM MARKETING CORPORATION

as principal, and SEABOARD SURETY COMPANY, a corporation under the laws of the State of New York, having its principal place of business in the City of New York, New York, as surety, are held and firmly bound unto

CITY OF FORT WAYNE

as obligee, in the sum of 5% OF AMOUNT BID

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 13TH day of JULY 19 88.

WHEREAS, the said principal is herewith submitting its proposal for

INSTALLATION OF LAN NETWORK

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the required number of days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the surety's liability exceed the penal sum hereof.

GTE TELECOM MARKETING CORPORATION

Principal

By

Steve Meier

SEABOARD SURETY COMPANY

By

Mary T. Block

Attorney-in-Fact

MARY T. BLOCK



GTE Telecom Marketing Corporation
Meridian Mark I Building
11611 North Meridian
Suite 400
Carmel, Indiana 46032
317 848-8935


GTE Telecom Marketing's Comments and Exceptions
to The City of Fort Wayne
IFB #848


Item		
<u>Page</u>	<u>Paragraph</u>	<u>Comment/Exception</u>
G-4	12(ii)	GTE Telecom Marketing makes exception of the period of ten (10) days. GTE Telecom Marketing would agree to a thirty (30) day period.
G-6	17	GTE Telecom Marketing subcontracts all work to it's sister corporation GTE North, Inc.
G-7	19 (second)	<p>GTE Telecom Marketing inserts the word "negligent" before the word "act." The revised sentence reads:</p> <p>"The contractor further agrees to indemnify and hold harmless the City and its officers, agents, officials and employees from any and all loss, damage, claims liability, cost or expenses arising out of any <u>negligent</u> act or omission by the contractor or any of its officers, agents, employees or subcontractors or arising out of any defect in materials or workmanship supplied to the City or used in connection with this Agreement."</p> <p>GTE Telecom Marketing further adds the following sentence to the bottom of this paragraph:</p> <p>"Notwithstanding the foregoing, the contractor shall not be liable for any special, consequential or incidental damages."</p>

GTE Telecom Marketing's Comments and Exceptions to The City of Fort Wayne's
IFB #848

Item

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 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Port Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 20,138.41. (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

Within 30 days of the signing of the contract unless a longer period is specified by the City of Fort Wayne.

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ____%.

For WBE specify percentage of women ownership ____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

- C. _____ The undersigned commits ____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

- D. _____ The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

GTE Telecom Marketing subcontracts solely with GTE North Inc.

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor: _____

Contractor: _____

By: _____

By: _____

Its: _____

Its: _____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of GTE Telecom Marketing Corporation
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of GTE Telecom Marketing
Corporation, that _____
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 11th day of July, 1988.

GTE Telecom Marketing Corporation
(Name of Bidder/Vendor)

M. W. Fulbright Vice President-General Manager
(Name and Title of Person Signing)

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company GTE Telecom Marketing Corporation
 Address 11611 North Meridian City Carmel
 Zip 46032 Phone 317-843-4007

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

R. W. Jarbeau Vice President, General Manager
 PLEASE PRINT Title

Date July 11, 1988 Signature R. W. Jarbeau

1. Does your firm have a written Affirmative Action Program? ☒ Yes ☐ No
 A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
 B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? ☐ Yes ☐ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? ☒ Yes ☐ No
 3. Current number of employees 697
 Number of employees as of October 1987 578 January 1988 610 April 1988 614 and July 1988 697

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
"This section not completed in accordance with instructions from Mr. Dan Banning on June 30, 1988."		

EMPLOYEES BY RACE/ETHNICITY/SEX									
W		BLK		H		OTHER		(DESIGNATE)	
M	F	M	F	M	F	M	F		

Handicapped: ☐ Yes ☐ No

List Number

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) Please see attached page, paragraph 5.
6. List minority recruitment sources: Please see attached page, paragraph 6.
7. Does your company anticipate an increase in employment this year? Yes ☒ No
Approximately how many? _____
8. What specific goals can you achieve for the employment of minorities during 1987-88?
- A. Officials and Managers _____ %
 - B. Professionals _____ %
 - C. Technicians _____ %
 - D. Sales Workers _____ %
 - E. Office and Clerical _____ %
 - F. Skilled Craftsmen _____ %
 - G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of GTE Telecom Marketing Corporation that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy GTE Telecom Marketing Corporation will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The GTE Telecom Marketing Corporation will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

GTE Telecom Marketing Corporation
Name of Company or Firm

July 11, 1988
Date

[Signature]
Signature of Highest Company Official

Vice President-General Manager
Name and Title of Signer (Please type or Print)

5. The Company is a very specialized sales organization which by its very nature cannot reflect generalized minority population statistics. However, in-depth work force analysis and utilization analysis are completed at least annually, with any deficiencies noted and plans for correction implemented.
6. In our college recruiting program, we pursue and use the following sources:
 1. Recruit at Howard University.
 2. A contact with the minority engineering and minority business programs at the universities where we actively recruit.
 3. Participate in numerous minority career fairs at the universities where we recruit.
 4. Member of NAMEPA (National Association of Minority Engineering Program Administrators).
 5. Attend the National Society of Black National Conference and Career Fair in Washington, DC.

In filling an external vacancy other than through college recruiting, the local State Employment Office and minority agencies are notified of the vacancy and are requested to refer qualified female and minority candidates.

STATISTICAL INFORMATION

FOR

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

GTE Telecom Marketing Corporation

Name of Contractor or Supplier

11611 N Meridian St. 317-843-4007

Address And Telephone Number

Equal Employment Opportunity Planning
(Information Given By)

H. A. Ohms 6/30/88
(Person Filled Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX										HANDICAPPED EMPLOYEES *										TOTAL EMPLOYEES
	W		BLK		H		Other		(Designated)	W		BLK		H		Other		(Designated)			
	M	F	M	F	M	F	M	F		M	F	M	F	M	F	M	F				
1. OFFICIAL & ADMINISTRATORS	75	13	1								1									89	
2. PROFESSIONALS	126	128	9	10	1	1	1	1		2	1									276	
3. TECHNICIANS																					
4. OPERATIVES	3																			3	
5. LABORER																					
6. OFFICE AND CLERICAL	12	122	1	11	1	1	1	1												148	
7. SKILLED CRAFT WORKERS																					
8. SERVICE-MAINTENANCE WORKERS																					
9. SALES WORKERS	97	79	1	1		1	2			1										181	
TOTALS	313	342	12	22	2	2	4			3	2									697	
PERCENTAGES	47.8	52.2	35.3	36.7	100	33.3	66.7			60	40									100%	

* Note: Handicapped employees included in total employee count.

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: July 11, 19 88

GTE Telecom Marketing Corporation

Name of Bidder

By: 

R. W. Jarbeau

Title: Vice President-General Manager

Official Address: (including zip code)

11611 North Meridian Street Suite 400

Carmel, IN 46032

Class	Qty	Unit	Description	Maximum	
				Unit Price	Total Price
331	2	each	Codestar Passive Hub Connect Module (For Multi-Connect)	\$515.85	\$1,031.71
051	2	each	CODENET F/O Adapter Card	\$789.02	\$1,578.05
008	1	each	Codestar; 8 duplex f/o cables	\$1,975.61	\$1,975.61
030B	1	each	CODENET External XCR	\$630.49	\$630.49
C582	2	each	Module, Repeater Thin Ethernet	\$143.05	\$286.10
C588	1	each	Multi-Connect, 3Com	\$681.04	\$681.04
12	24	each	Fiber Optic Connectors (SMA 906)	\$10.98	\$263.41
C505-B	6	each	Etherlink Plus Adapter Card	\$556.65	\$3,339.88
C539	4	each	T Connectors BNC	\$6.22	\$24.88
C535	2	each	Terminator Kit (2) 50 Ohm	\$31.10	\$62.20
C1205	1	each	3S/401 File Server (A 3Com 80386-based File Server with 3+Share386, 3+Start, 3+Backup and 3+NetDOS pre-loaded. It also includes a 150MB hard disk drive, 2MB of RAM, 3 serial ports, one parallel port, 4 AT-Compatible slots, built-in Ethernet and LocalTalk connectors, and 150MB tape dirve.	\$9,045.55	\$9,045.55
Installation (part 1)			Installation and set up 3S/401 serv server and software.	\$1,219.51	\$1,219.51
able	?	feet	Thin Ethernet Cable	\$0.18	
Installation (part 2)			Pulling and installation of cable	\$56.00/Hour	
Total Amount of Bid (less cable and cable installation costs)					\$20,138.41

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: July 11, 1988

1. Governmental Unit: City of Fort Wayne

2. County: _____

3. Bidder (Firm): GTE Telecom Marketing Corporation

Address: 11611 N Meridian Street Suite 400

City/State: Carmel, IN 46032

4. Telephone Number: 317-843-4007

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
HAMILTON COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

GTE Telecom Marketing Corporation
Bidder (Firm)

[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 11th day of JULY, 1988.

My Commission Expires: 2/18/90

County of Residence: HAMILTON

Karen E. Schmollinger
Notary Public

KAREN E. SCHMOLLINGER
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unbilled appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7-14-88 @ 11:00 AM BID REFERENCE # 848

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350,
CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE
OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE
BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF
THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER
11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR LOCAL AREA NETWORK SYSTEM

(LAN)

AND REQUESTED BY WATER POLLUTION CONTROL PLANT

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUEST-
ED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A X 5% BID BOND OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL
BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: %
IF PAID WITHIN DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA
STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFI-
CATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE
TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS
AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE
BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A
PERIOD OF NINETY (90) DAYS.

FIRM NAME MICRO AGE
STREET ADDRESS 3319 N. Anthony Blvd.
CITY FT WAYNE IN 46805
BY Bruce C Davis PHONE 482-9693
REPRESENTATIVE SIGNATURE

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor: _____

Contractor: _____

By: _____

By: _____

Its: _____

Its: _____

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

Does not apply

- A. _____ The undersigned firm certifies that it is an ~~MBE/WBE~~ Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (~~MBE/WBE~~) firm _____ (cross out inapplicable provision) is a joint venture partner.

The ~~MBE/WBE~~ firm (cross out inapplicable provision), shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the ~~MBE/WBE~~ firm _____%. (Cross out inapplicable provision.)

- C. _____ The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- D. _____ The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of MicroAge
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of MicroAge
_____, that MicroAge
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 14th day of July, 1988.

MicroAge
(Name of Bidder/Vendor)

Bruce C Davis President
(Name and Title of Person Signing)

CITY OF FORT WAYNE AFFIRMATIVE ACTION PROGRAM

Name of Company MicroAge
 Address 3426 N Anthony Blvd City Ft. Wayne
 Zip 46805 Phone 482-9693

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Bruce C. Davis President
 PLEASE PRINT Title

Date 7-13-88 Signature Bruce C Davis

1. Does your firm have a written Affirmative Action Program? Yes ☒ No ☐
- A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
- B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? ☒ Yes ☐ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? ☒ Yes ☐ No
3. Current number of employees 18
 Number of employees as of October 1987 16 January 1988 15 April 1988 18
 and July 1988 18

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
Administrative	\$18000 - 25000	4
Service Technicians	\$16000 - 22000	3
Clerical	\$12000 - 15000	3
Sales Workers	Commission	8

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
2	2							
2		1						
	3							
7	1							

Handicapped: Yes ☒ No ☐

List Number 18

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

No minorities applying when positions open

6. List minority recruitment sources: _____

Positions usually advertised in local newspapers

7. Does your company anticipate an increase in employment this year? _____ Yes ☒ No
Approximately how many? _____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers	_____	%
B. Professionals	_____	%
C. Technicians	_____	%
D. Sales Workers	_____	%
E. Office and Clerical	_____	%
F. Skilled Craftsmen	_____	%
G. Other	_____	%

no change anticipated

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of _____ that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy _____ will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The _____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Micro Age
Name of Company or Firm

7-14-88
Date

Bruce C Davis
Signature of Highest Company Official

Bruce C. Davis President
Name and Title of Signer (Please type or Print)

AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Name of Contractor or Supplier

3426 N. Anthony Blvd.
Ft. Wayne IN 482-9693

Address And Telephone Number

Micro Age

(Information Given By)

Carolyn Davis 7-14-88

(Person Filling Out This Form And Date)

[illegible]

MicroAge Network Quotation
for
City of Fort Wayne
Water Pollution Control Plant

1.0 File Server:

1.1 COMPAQ DESKPRO 386/20 SPECIFICATIONS:

- A. COMPAQ DESKPRO 386/20 with,
20 Mhz Processor, 2 Mb memory,
1.2MB Diskette Drive, 130 Mb Hard Drive,
Serial/Parallel Interface,
- B. COMPAQ DOS version 3.3.
- C. COMPAQ Video Graphics Controller
- D. COMPAQ Video Graphics Monitor

WORKSTATION TOTAL \$ 8949.00

1.2 COMPAQ DESKPRO 386/20 with 300 Mb Drive
(all other components are the same as 1.1)

WORKSTATION TOTAL \$ 11,410.00

1.3 COMPAQ DESKPRO 386/25 SPECIFICATIONS:

- A. COMPAQ DESKPRO 386/25 with,
25 Mhz Processor, 2 Mb memory,
1.2MB Diskette Drive, 110 Mb Hard Drive,
Serial/Parallel Interface,
- B. COMPAQ DOS version 3.3.
- C. COMPAQ Video Graphics Controller
- D. COMPAQ Video Graphics Monitor

WORKSTATION TOTAL \$ 9,599.00

1.4 COMPAQ DESKPRO 386/25 with 300 Mb Drive
(all other components are the same as 1.1)

WORKSTATION TOTAL \$ 12,067.00

1.5 Additional 1Mb RAM Memory \$ 450.00

1.6 135 Mb Maynard Tape Backup System \$ 1,549.00

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: July 14, 1988

MicroAge

Name of Bidder

By: Bruce C Davis

Title: PRESIDENT

Official Address: (including zip code)

3426 N. Anthony Blvd.
Ft. Wayne IN 46805

MicroAge Network Quotation
for
City of Fort Wayne
Water Pollution Control Plant

2.0 Network Intreface Adapters, ARCnet protocol:

2.1 8 Standard Microsystems ARCnet Adapters	\$	1,999.00
2.2 1 Pure Data Fiber optic ARCnet Adapter (double fiber)	\$	1,099.00

3.0 Star Couplers:

8 Port, incl 4 Fiber optic ports (allow 6 - 8 weeks for delivery)	\$	4,299.00
8 Port, incl 1 Fiber optic port	\$	1,249.00
4 Port, includes 1 Fiber optic port (allow 6 - 8 weeks for delivery)	\$	1,079.00

4.0 Cabling: 350 ft. with 20 connectors	\$	160.00
---	----	--------

5.0 Network Software:

5.1 Novell Advanced Netware/286 Level 2.0A with Keycard	\$	2,249.00
5.2 Novell Advanced Netware/286 SFT Level I	\$	2,539.00
5.3 Novell Advanced Netware/286 SFT Level II	\$	3,395.00
5.4 Novell Advanced Netware/286 SFT Level II with Transaction Tracking System (TTS)	\$	4,239.00

MicroAge Network Quotation
for
City of Fort Wayne
Water Pollution Control Plant

6.0 Installation and Training:

6.1 Installation and Startup services, as specified	\$	1,800.00
6.2 LAN System Administrator training, as specified	\$	2,000.00
6.3 Network User Training, as specified	\$	1,000.00

7.0 Network Installation References

Leon Brown Inc.	Jeff Gray	(219) 423-1661
Harmons Inc.	David Buckingham	(219) 368-7221
Chemical Engineering	Kevin Swihart	(219) 693-2141
ALCOILS	John Wall	(219) 244-6183

The companies listed above represent an installed base of over
50 Novell / ARCnet workstations.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 7-13-88

1. Governmental Unit: CITY OF FORT WAYNE

2. County: ALLEN

3. Bidder (Firm): MICRO AGE COMPUTERS

Address: 3319 N. ANTHONY BLVD

City/State: FORT WAYNE IN 46805

4. Telephone Number: 482-9693

5. Agent of Bidder (if applicable):

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Bruce C Davis President
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
ALLEN COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MICROAGE COMPUTER STORES
Bllder (Firm)

Bruce C Davis President
Signature of Bidder or Agent

Subscribed and sworn to before me this 13th day of July, 1988.

My Commission Expires: MAY 26, 1990
County of Residence: ALLEN

Nancy McGarr
Notary Public

NANCY MCGAUGH
Notary Public Printed Name

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for _____ classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

88-08-45

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE #848 WITH THE RESPECT TO PROVIDE AND INSTALL LOCAL AREA NETWORK SYSTEM (LAN) TO CONNECT ALL COMPUTERS TOGETHER FOR WATER POLLUTION CONTROL PLANT. THIS WAS THE LOWEST COST OF THE TWO (2) VENDORS WHO MET ALL SPECIFICATIONS.

EFFECT OF PASSAGE: SUPPLY HARDWARE AND SOFTWARE TO PROVIDE COMMUNICATION BETWEEN SEVERAL PERSONAL COMPUTERS AND THE PLANT PROCESS CONTROL COMPUTER

EFFECT OF NON-PASSAGE: WOULD HAVE TO CONTINUE TO TRANSFER DATA BETWEEN THE LABORATORY, INDUSTRIAL WASTE, PLANT MAINTENANCE AND THE MAIN PROCESS CONTROL COMPUTER, MANUALLY BY PLANT PERSONNEL

MONEY INVOLVED: MICROAGE \$27,882.00

SOURCE OF FUNDING: WPC PLANT MASTER LEASE FUNDS

ASSIGNED TO COMMITTEE:

BILL NO. S-88-08-45

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #848 by the City of Fort Wayne, Indiana, by
and through its Department of Purchasing and Microage for
the Water Pollution Control Plant

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

Paul M. Burns PAUL M. BURNS

CHAIRMAN

Charles B. Redd CHARLES B. REDD

VICE CHAIRMAN

Mark E. GiaQuinta MARK E. GIAQUINTA

Samuel J. Talarico SAMUEL J. TALARICO

James S. Stier JAMES S. STIER

CONCURRED IN 9-13-88

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk